"बिजनेस पोस्ट के अन्तर्गत डाक शुल्क के नगद भुगतान (बिना डाक टिकट) के प्रेषण हेतु अनुमत. क्रमांक जी. 2-22-छत्तीसगढ़ गजट/38 सि. से. भिलाई, दिनांक 30-5-2001."

पंजीयन क्रमांक "छत्तीसगढ़/दुर्ग/ तक. 114-009/2003/20-1-03."



# छत्तीसगढ़ राजपत्र

## ( असाधारण )

## प्राधिकार से प्रकाशित

क्रमांक 75 ] रायपुर, बुधवार, दिनांक 14 मार्च, 2007—फाल्गुन 23, शक 1928

लोक निर्माण विभाग
मंत्रालय, दाऊ कल्याण सिंह भवन, रायपुर

रायपुर, दिनांक 14 मार्च 2007

### अधिसूचना

क्रमांक 1925/974/07/19/तकनीकी.—यत: राज्य सरकार का यह समाधान हो गया है कि लोक हित में कार्य विभाग नियमावली 1983 भाग-2 के परिशिष्ट 9.15 में संशोधन आवश्यक है.

### संशोधन

**उक्त कार्य विभाग नियमावली में**

उक्त नियमावली के परिशिष्ट 9.15 के स्थान पर निम्नलिखित परिशिष्ट प्रतिस्थापित किया जाय, अर्थात् –

**नौकाघाट एवं पुलों के लिये निविदा आमंत्रण की जानकारी हेतु सूचना :-**

***सामान्य जानकारी***

निम्नलिखित नौकाघाट/पुल पर पथकर की वसूली का ठेका तय करने हेतु छत्तीसगढ़ के राज्यपाल की ओर से रजिस्टर्ड पोस्ट/स्पीड पोस्ट से सील बंद आफर आमंत्रित किये जाते है :-

(1)नौकाघाट/पुल का नाम :-.......................................................

(2)जिले का नाम :- ............................................................

(3)पथकर ठेके की अनुमानित राशि :-.........................................................

(4)ठेके की अवधि :-दिनांक..................से दिनांक......................

(5)लोक निर्माण विभाग संभाग का नाम :-........................................................

(6)लोक निर्माण विभाग के उपसंभाग का नाम :-..............................................................................................

(7)निविदा जारी करने का दिनांक...........................................................................

(8)रुपये 500/-(रुपये पांच सौ मात्र) निविदा फार्म का मूल्य जो संबंधित कार्यपालन अभियंता के नाम से जमा करना होगा ।

(9)निविदा प्रपत्र क्रय करने की अंतिम तिथि :-दिनांक.............................................

(10)रजिस्टर्ड पोस्ट/स्पीड पोस्ट से निविदा प्रस्तुत करने की अंतिम तिथि:-दिनांक............. के शाम 5:30 बजे तक ।

(11)निविदा प्रस्तुत करने का पता ........................................................................................................

(12)प्राप्त की गई निविदायें दूसरे दिन अर्थात् दिनांक...............को प्रातः 11:30 बजे निविदा में भाग लेने वाले निविदाकारों के समक्ष खोली जावेगी, यदि कोई निविदाकार उपस्थित नहीं होता है तो उसके द्वारा प्रस्तुत किये गये पावर ऑफ एटार्नी में दर्शाये गये व्यक्ति को उपस्थित माना जा सकेगा ।

(13)यदि निविदा प्रपत्र क्रय करने की अंतिम तिथि, निविदा प्रस्तुत करने की अंतिम तिथि, निविदा खोलने की तिथि के दिवस में अवकाश घोषित होता है तो इस तिथि के पश्चात के कार्यालयीन दिवस में आवश्यक कार्यवाहीयां की जा सकेगी ।

## *नियम एवं शर्तें*

*निविदा प्रस्तुत करते समय :-*

(1)पथकर ठेके की अनुमानित राशि का 10 प्रतिशत राशि, राष्ट्रीयकृत बैंक के एफ.डी.आर. या कार्य विभाग नियमावली के पैरा 2.079 में दर्शाये गये इन्टरेस्ट वियरिंग सिक्यूरिटी के रुप में जमा करना होगा । यह एफ.डी.आर./इंटरेस्ट वियरिंग सिक्यूरिटी संबंधित कार्यपालन अभियंता के नाम से जमा करना होगा ।

(2)पथकर ठेके की राशि की 25 प्रतिशत राशि किसी राष्ट्रीयकृत बैंक के बैंक गारण्टी के रुप में जो निर्धारित पथकर समाप्ति की तिथि से एक माह बाद तक वैध हो, इंटरेस्ट वियरिंग सिक्यूरिटी के रुप में सुरक्षा राशि के रुप में जमा करना होगा ।

(3)राजस्व अधिकारी द्वारा आवेदक के नाम का प्रमाणित वैध राजस्व शोध क्षमता प्रमाण-पत्र (साल्वेंसी सर्टिफिकेट) मूल प्रति में जो ठेके की राशि का 75 प्रतिशत हो, यदि इस साल्वेंसी सर्टिफिकेट की वैधता तिथि पथकर समाप्ति के तिथि से पूर्व की है तो आवेदक यह घोषणा पत्र देगा कि पथकर ठेका समाप्ति के एक माह पश्चात की तिथि तक वैध राजस्व शोध क्षमता प्रमाण पत्र निर्धारित अवधि में प्रस्तुत कर देगा **या** राजस्व शोध क्षमता प्रमाण पत्र की जगह 75 प्रतिशत राशि की राष्ट्रीयकृत बैंक की बैंक गारंटी जो पथकर समाप्ति के तिथि से एक माह पश्चात तक वैध हो या ठेके की राशि का 75 प्रतिशत राशि के इंटरेस्ट वियरिंग सिक्यूरिटीज डिपाजिट जमा करना होगा ।

(4)आवेदक सक्षम प्राधिकारी द्वारा जारी किये फोटो परिचय पत्र की सत्यापित प्रति प्रस्तुत करेगा ।

सरल क्रमांक 1 से 4 में दर्शायी गयी जानकारी एवं अभिलेख एक बंद लिफाफे जिसके ऊपर **"प्रथम लिफाफा अभिलेखों के लिये"** लिखा हो, में प्रस्तुत करेगा ।

(5)निविदाकर्ता जिसकी निविदा स्वीकृत की जाती है उनके द्वारा सरल क्रमांक 1 से 4 के अभिलेख/जानकारी के सत्यता की जांच संबंधित कार्यपालन अभियंता को करने के अधिकार है एवं यदि कोई जानकारी/अभिलेख असत्य पाये जाते है तो स्वीकृत पथकर ठेका तत्काल प्रभाव से निरस्त किया जावेगा । पुनः पथकर निविदा या विभागीय तौर से पथकर वसूली (जैसी भी स्थिति हो) की कार्यवाही की जावेगी तथा निविदा की कम राशि आने पर अंतर की राशि, निविदाकार की जमा राशि भू-राजस्व के बकाया के रुप में वसूल की जावेगी ।

(6)ऐसे किसी भी आवेदक को निविदा में भाग लेने की पात्रता नहीं रहेगी जिसके विरुद्ध लोक निर्माण विभाग के किन्ही भी कार्यो में वसूली शेष है । इस आशय का शपथ पत्र आफर के समय प्रस्तुत करना अनिवार्य होगा ।

(7)जब तक सक्षम अधिकारी द्वारा पथकर ठेका स्वीकृत नहीं होता है, तब तक ऑफर को स्वीकृत नहीं माना जावेगा तथा जब तक ऑफर स्वीकृत होने वाला व्यक्ति अनुबंध नहीं कर देता है, तब तक उसे पथकर वसूली करने का अधिकार नहीं होगा ।

(8)अनुबंध की अवधि में यदि शासन द्वारा कोई कर अधिरोपित किये जाते है तो उनका भुगतान करने की ठेकेदार की बाध्यता होगी ।

(9)विभाग द्वारा किराये पर दिये गये टोल हाऊस के समुचित रख-रखाव आदि के लिये भी ठेकेदार उत्तरदायी होगा ।

(10)पथकर की वसूली हेतु रसीद बुकें रु. 25.00 प्रति रसीद बुक की दर से संबंधित अनुविभागीय अधिकारी, लो.नि.वि. से प्राप्त की जा सकेगी ।

(11)पथकर वसूली एवं बैरियर संचालन की व्यवस्था ठेकेदार को स्वंय करनी होगी ।

(12)मार्ग पर गुजरने वाले वाहनों/व्यक्तियों से ठेकेदार द्वारा किसी प्रकार का दुराचार/दुर्व्यवहार जैसे-निर्धारित दर से अधिक पथकर वूसल करना, वाहनों को अनावश्यक रुप से अधिक समय तक रोक कर रखना, यातायात में बाधा उत्पन्न करना, विधि और आदेश का उल्लघंन अथवा अन्य प्रकार की गतिविधियां जिससे मार्ग पर बाधा/असुविधा उत्पन्न हो सकती हो, किये जाने पर ठेकेदार के विरुद्ध दंडनीय कार्यवाही, जिसके अंतर्गत उसके ठेके को निरस्त किया जाना भी सम्मिलित है, की जावेगी ।

(13)ठेके की अवधि में ऐसा कोई विवाद जिसका उल्लेख अनुबंध या प्रचलित नियमों में न होगा तो उसके लिये अधीक्षण अभियंता,..................मण्डल, लो.नि.वि.,..................का निर्णय ही अंतिम होगा ।

(14)पथकर ठेके के शर्ते एवं नियम स्थिति एवं अन्य आवश्यक विवरण अधोहस्ताक्षरकर्ता के कार्यालय में किसी भी कार्य दिवस में (ऑफर खुलने के लिये नियत दिनांक को छोड़कर) देखी जा सकती है ।

(15)पथकर ठेकेदार को पथकर वसूली ठेके की संपूर्ण अवधि में शिकायत पुस्तिका पथकर नाके पर रखनी होगी, जो पथकर भुगतान-दाता अथवा विभागीय अधिकारी के मांगने पर प्रस्तुत करनी होगी एवं जो भी टीप उसमें अंकित हो, वह 3 दिन में ठेकेदार को लिखित रुप में संबंधित कार्यपालन अभियंता/सहायक अभियंता को सूचित करनी होगी ।

(16)पथकर जमा करने की रसीद प्रात: 6:00 बजे से दूसरे दिन प्रात: 6 बजे तक वैध रहेगी ।

(17)सक्षम अधिकारी को किसी भी निविदा को स्वीकृति/अस्वीकृत करने का पूर्ण अधिकार होगा, जिसके लिये वह कारण बताने के लिये बाध्य नहीं होगा ।

(18)सक्षम अधिकारी द्वारा स्वीकृत निविदा की राशि निविदा देने वाले को मान्य होगी ।

(19)पथकर ठेकेदार का दायित्व होगा कि वह नाके के दोनों ओर 2.00X1.20 मीटर साईज के दो-दो सूचना फलक लगायेगा, जिन पर पथकर की निर्धारित दरें शासन द्वारा अंकित होंगी तथा पथकर से छूट प्राप्त वाहनों की सूची भी प्रदर्शित होगी । यह सूचना फलक रेट्रो रिफलेक्टिव शीट के होंगे ।

(20)पथकर वसूली के लिये तय सभी शर्तो एवं नियमों के पालन तथा अनुबंध की सभी कंडिकाओं का पालन ठेकेदार द्वारा अनिवार्य होगा ।

(21)निविदा राशि प्रस्तुत करने हेतु प्रारुप :-

मैं उपरोक्त नौकाघाट/पुल के पथकर ठेके के लिये उल्लेखित अवधि हेतु अपनी निविदा राशि निम्नानुसार प्रस्तुत करता हूँ :-

निविदा की राशि, अंको में :- रुपये........................

निविदा की राशि, शब्दों में :- रुपये........................

मैने पथकर वसूली की सभी शर्तो, अहर्ताओं एवं नियमों को पढ़ लिया है और मैं उनसे सहमत हूँ तथा सभी नियमों, शर्तो, का मेरे द्वारा पालन किया जायेगा ।

मेरे द्वारा प्रस्तुत किये गये कोई भी अभिलेख के जाली या फर्जी पाये जाने पर मै व्यक्तिगत रुप से उसके लिये जवाबदार रहूँगा ।

दिनांक..................आवेदक के हस्ताक्षर.......................
स्थान...................आवेदक के पिता का नाम.....................
आवेदक का पूरा स्थायी पता..............
..................................................
आवेदक का पत्राचार का स्थानीय पता....
..................................................
आवेदक का फोन या मोबाइल नम्बर......
..................................................

***लोक निर्माण विभाग के सक्षम अधिकारी द्वारा प्रविष्टि किये जाने हेतु***

प्रमाणित किया जाता है, कि आवेदक ने अपनी निविदा राशि निम्नानुसार दी है (1)अंकों में रुपये............................(2)शब्दों में रुपये......................................

कार्यपालन अभियंता
लोक निर्माण विभाग
.........संभाग..........

(22)यदि ठेके की स्वीकृत राशि, अनुमानित लागत से अधिक होती है तो निविदाकार स्वीकृति पत्र जारी होने के दस दिन के समय सीमा में अंतर की राशि का 10 प्रतिशत के समतुल्य राशि का एफ.डी.आर./इंटरेस्ट वियरिंग सिक्यूरिटी संबंधित कार्यपालन अभियंता के नाम से जमा करना होगा यह राशि पूर्व में जमा की गई अमानत राशि एवं सुरक्षा राशि के अतिरिक्त होगी । इस शर्त के पालन न करने पर निविदाकार की जमा राशि जप्त कर ली जावेगी एवं शासन को होने वाली राजस्व हानि की प्रतिपूर्ति इस राशि से की जावेगी ।

(23)इस निविदा प्रपत्र में दिये गये नियम शर्ते एवं अन्य जानकारी पर आवेदक द्वारा किसी भी प्रकार की कांट छांट, शर्त का उल्लेख, अपलेखन मान्य नहीं होगा ।

(24)बिन्दु क्रमांक 21 में दिये गये प्रारुप में यदि आवेदक दिये गये निविदा राशि के अंको या शब्दों में कोई कांट छांट करता है तो इसे प्रति हस्ताक्षरित करेगा ।

(25)अंको या शब्दों में दी गई निविदा राशि में से जो अधिकतम होगी वही मान्य होगी।

(26)निविदा प्रस्तुत करने में होने वाले किसी भी पोस्टल विलंब के लिये विभाग जवाबदार नहीं रहेगा ।

(27)निविदाकार जिसकी निविदा सक्षम अधिकारी से स्वीकृत की जाती है तो स्वीकृति जारी करने के दस दिवस के भीतर 7.5 प्रतिशत स्टांप डयूटी जमा कर कार्य विभाग नियमावली भाग-2 के खण्ड दो के परिशिष्ठ 9.14 में निर्धारित प्रपत्र अनुसार अनुबंध हस्ताक्षरित करना होगा । इस शर्त के

पालन न करने पर निविदाकार की जमा राशि जप्त कर ली जावेगी एवं शासन को होने वाली राजस्व हानि की प्रतिपूर्ति इस राशि से की जावेगी ।

(28)यदि ठेकेदार पथकर ठेके को अधूरे अवधि में छोड़ता है तो ठेकेदार की जमा राशि जप्त कर ली जावेगी एवं शासन को होने वाली राजस्व हानि की प्रतिपूर्ति इस राशि से की जावेगी ।

(29)यदि निविदाकार आवश्यक अभिलेख/ज्ञानकारी पूर्ण रुप से नियमानुसार प्रस्तुत नहीं करता है (या जानकारी/अभिलेख अधूरे देता है) तो ऐसे निविदाकार द्वारा दिये गये निविदा राशि का लिफाफा नहीं खोला जावेगा एवं ऐसी निविदा अमान्य की जा सकेगी । यह अधिकार निविदा खोलने वाले अधिकारी होगा ।

(30)पथकर ठेके हेतु आमंत्रित किये गये निविदा अपरिहार्य कारणों से (किसी भी समय) निरस्त की जा सकेगी यह अधिकार संबंधित कार्यपालन अभियंता को रहेगा ।

यह निविदा प्रपत्र (आवेदक को दूसरे बंद) लिफाफे में जिसके ऊपर **''निविदा राशि का लिफाफा''** लिखा हो में प्रस्तुत करेगा ।

यह दोनों बंद लिफाफे एक अन्य बड़े लिफाफे में जिस पर ''..................... **(नौकाघाट/पुल का नाम) पर पथकर हेतु निविदा''** नौकाघाट/पुलों लिखा हो में बंद कर रजिस्टर्ड पोस्ट/स्पीड पोस्ट से सामान्य जानकारी के बिन्दु क्र. 11 में लिखे गये पते पर निर्धारित समय तक प्रस्तुत करेंगे ।

आवेदक के हस्ताक्षर
दिनांक

कार्यपालन अभियंता,
लोक निर्माण विभाग,
............संभाग...........

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एतद् द्वारा, मेरे द्वारा छत्तीसगढ़ के राज्यपाल के नाम से निविदा राशि रुपये......................
.........(अंको में),..................................,(शब्दों में) स्वीकृत की जाती है।

स्वीकृतकर्ता अधिकारी
का हस्ताक्षर एवं पदनाम

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छत्तीसगढ़ के राज्यपाल के नाम से तथा आदेशानुसार,
**अनिल राय,** विशेष सचिव.

रायपुर, दिनांक 14 मार्च 2007

क्रमांक 1925/974/07/19/तक.—भारत के संविधान के अनुच्छेद 348 के खण्ड (3) के अनुसरण में इस विभाग के समसंख्यंक अधिसूचना दिनांक 14 मार्च, 2007 का अंग्रेजी अनुवाद राज्यपाल के प्राधिकार से एतद्द्वारा प्रकाशित किया जाता है.

छत्तीसगढ़ के राज्यपाल के नाम से तथा आदेशानुसार,
**अनिल राय,** विशेष सचिव.

Raipur, the 14th March 2007

NOTIFICATION

No. 1925/974/07/19/Tech.—Where as, the State Government is satisfied that it is necessary to do the following amendment to Appendix 9.15 of Works Department Manual 1983 volume to Part-2 in the Public Interest ;-

## Amendment

In the said Works Department Manual ;-

For Appendix 9.15 the following appendix shall be substituted namely.

**Notice Inviting Tender information for Fairy Ghat and Bridges.**

## GENERAL INFORMATION

Sealed offered are invited for following Fairy Ghat/Bridges for Toll collection contract in on behalf of Governor of Chhattisgarh by Registered Post/Speed Post.

(1) Name of Fairy Ghat/Bridge :
(2) Name of District :
(3) Tentative Cost of Toll Collection :
(4) Period of Toll Collection :Date From.................. upto Date .......................
(5) Name of P.W.D. Division : ..........................................................................
: ..........................................................................
(6) Name of P.W.D. Sub-Division : ..........................................................................
: ..........................................................................
(7) Date of Inviting Tender : ................................
(8) Cost of Tender Form : Rs. 500/- (Rs. Five Hundred only)
(9) Last Date of Purchase of Tender Form : Date ................................
(10) Last Date of submission of Tender
by registered Post/Speed Post : Date ....................... Upto 5.30 P.M.
(11) Address of Submission of Tender : ..........................................................................
: ..........................................................................
: ..........................................................................

(12) All received Tenders will be opened on next working day date.................. at 11.30 A.M. in presence of all intending contractors if any contractor fails to attend in that case a person having power of attorney may be take part in opening tender.

(13) Last date of purchasing tender form, last date of submitting tender, last date of opening tender, if there is holiday in that case above tender procedure will be held on next working day.

## TERMS & CONDITIONS

**At the time of submission of tender**

(1) 10% amount of the offset price of toll tax is to be submitted in terms of F.D.R. of Nationalised Bank or as per Para 2.079 of P.W. Manual in terms of interest wearing security. These FDR/Interest wearing security will be placed in favour of concerning Executive Engineer.
(2) 25% of Toll contract amount is to be deposited in terms of any Nationalised Bank Guarantee or interest wearing security whose validity should be one month more than last date of toll collection as security deposit.

(3) Solvency certificate issued by revenue officer in favour of contractor amounting value of 75% of contract amount should be submitted in original. If the validity of that solvency ends before the period of agreement the applicant will produce revised revenue certificate or 75% of of tener amount he will submit bank guarantee of any Nationalised Bank in place of revenue solvency whose validity should be one month more than agreemented. period or 75% of tender amount may be deposited as interest wearing security.

(4) Applicant will submit his photo identity card certified by competent authority.

In Serial No. 1 to 4, required documents will be submitted in an sealed envelop on which "First Envelope for Documents" will be written.

(5) The Executive Engineer shall have Power of verification of submitted documents from serial no 1 to 4 by the Tenderer, whose tender has been accepted. In case of documents submitted by the tenderer founds to be false the Executive engineer is empowered to reject the accepted toll tax contract. Again tenders will be invited for toll collection or the same will be done by departmentally and if total collection of toll comes lesser then tendered amount the same will be recovered from the tenderer from his deposited amount or revenue recovery.

(6) The person against whom any recovery of P.W.D. at any work this type of person is not liable to participate in this tender for this purpose he has to submit affidavit At the time of submission of offer.
(7) Untill and unless competent authority has not accepted the tender and the person has not made agreement till that the offer can not be accepted and tenderer have not any right to collect toll tax.
(8) In agreemented period is any taxation by Government occurs then the agreemented contractor is liable to pay that.
(9) The contractor will be fully responsible for payment of rent and maintenance of toll house given by the department.

(10) Toll collection receipt book will be issue by the concerning S.D.O P.W.D. costing Rs. 25/- (Rs. Twenty Five only) each book.

(11) Toll collection and operation of toll barrier will be born by the contractor.

(12) The traffic/persons passing through toll barrier, the contractor should not misbehave as recovery of toll tax more than fixed rate, to detain vehicles for long time without any reason, traffic obstruction, breaking of law and order or other types of activities which create hindrance to traffic, the contractor is liable for punishment under which the contract can also be terminated.

(13) The Superintending Engineer .................... Circle, P.W.D..................... decision will be final for any dispute which is not mentioned in agreement or current rules,.

(14) Toll tax rules, terms and condition and necessary details can be found from undersigned office in any working day except offer opening date.

(15) A complaint book is to be kept at toll barrier so that any toll tax payce or departmental officer may ask to write their notes or complaint and it should be intimated by the contractor within three days to the concerned Executive Engineer/Assistant Engineer.

(16) The receipt of toll barrier will be valid from 6.00 a.m. to next day of 6.00 A.M.

(17) competent authority is fully empowered to accept or reject any tender for which he is not bound to tell the cause.
(18) The amount of tender accepted by the competent authority must be acceptable by the tenderer.
(19) It will be the responsibility of contractor to fix two boards on either side of toll area of size 2.00 Mtr. x 1.20 Mtr. in which the rate fixed by the Government will be written and the list of vehicle for which toll tax is exempted will be shown. These boards should be of retro reflective sheet.
(20) It is compulsory to obey all terms and conditions mentioned in agreement and general rules for toll collection.
(21) Performa for submission of tendered amount

I/we hereby deposit the amount of toll tax for fairy ghat/ bridge for mentioned period as below :-

Amount of tender in figures Rs.........................................................
Amount of tender in words Rs.........................................................

I/we have gone through all terms and conditions of toll collection and I/we promise to full fill all terms and conditions.

I/we will be fully responsible for the documents submitted by me/us, if they are found falls.

**Date ..............................** **Signature of Applicant**
**Place ..............................** **Applicant's Father's name**

Full Address of Applicant

--------------------------------------------
--------------------------------------------
--------------------------------------------

Local Address of Applicant for Correspondence

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--------------------------------------------
--------------------------------------------

Phone No/ Cell No. of Applicant. ..........................................

## To be entered by competent authority of Public Works Department

This is to certified that, the applicant has deposited the tendered amount as below :-

1) In Figure Rs..............................., In Words Rs.......................................................

**Executive Engineer**
**Public Works Department**
**...................Division ................**

(22) If the tender amount is more than offset price the 10% of difference is to be deposited in the form of F.D.R./interest wearing securities to the concerned Executive Engineer. This amount will be in addition to the amount deposited previously by the tenderer. If the conditions is not full filled by the tenderer, the amount deposited will be forfeited and any revenue loss to Government will be adjusted out of this amount.

(23) In this tender form, No cutting , over writing, any additional condition or deleting any condition will not be acceptable.

(24) In serial No.21 if any over writing or cutting in tender amount occurs, the applicant should put his signature in cutting or over writing.

(25) The maximum amount shown in figures or words will be acceptable.

(26) Department will not be responsible for any postal delay in submission of tender.

(27) The tender accepted by the competent authority in favor of tenderer with in 10 days of issue of acceptance, 7.5% stamp duty is to be deposited as per specified Performa in Works Department Manual Part-II, section-II appendix 9.14 is to be signed by the tenderer. If the condition is not full filled by the tenderer, the amount deposited by him will be forfeited and the revenue loss to the government will be adjusted from this amount.

(28) If the toll contractor left the work incomplete i.e. (not upto agreemented period) the amount deposited by the contractor will be forfeited and revenue loss to the government will be adjusted from the same amount.

(29) If the tenderer does not submit the required documents/information fully then his envelop of financial bid will not be opened and this type of tender can be rejected by the officer opening tender.

(30) The notice inviting tender for toll tax can be rejected for any unavoidable reasons by the concern Executive Engineer.

This tender form will be put in the envelop on which "Envelope of Tender amount" is written.

Both these sealed envelop should be kept in a big envelop on which "tender for toll tax of Fairy Ghat/Bridge ...................... (Name of Fairy Ghat or Bridge)" shall be sent to the address given in serial no. 11 within specific time by registered/speed post.

Signature of Applicant
Date

Executive Engineer
Public Works Department
..................Division ..................

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I hereby accept on behalf of Governor of Chhattisgarh the tender amount of Rs.................................(in Figures) Rs..............................................................(in words).

**Signature and designation of accepting officer**

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By order and in the name of the Governor of Chhattisgarh,
ANIL RAY, Special Secretary.

Raipur, the 14th March 2007

NOTIFICATION

No. 1926/974/07/19/Tech.,- Where as, the State Government is satisfied that it is necessary to do the following amendment to Appendix 9.14 of Work Department Manual 1983 volume to Part-2 in the Public Interest;-

<u>Amendment</u>

In the said Works Department Manual ;-

1. For Appendix 9.14 the following appendix shall be substituted namely.

**Agreement Form for Collection of tolls At bridge/toll ferry**

Location of Bridge/Ferry (Name of road/km./River/District):-

.................................................................

Wherereas under section 2 of the Indian Tolls Act, 1851 (VIII of 1851), the State Government has levied a toll upon the aforesaid bridge/ferry at the rates specified in the First Schedule hereto appended and under section 2 of the Indian Tolls Act, 1932(VIII of 1932), the levy of that toll has been leased to me (byname............. son of .............resident of tahsil.............,district for the term of year/years commencing from the 1st April------ to the 31 st March............, in consideration of the rent hereinafter reserved and subject to the conditions hereinafter mentioned.

I hereby agree with the Governor of Chhattisgarh as represented by the Executive Engineer as follows:-

(1)I have deposited the sum of Rs..........(in words.........)being ten per cent. of the total amount of toll payable by me for this agreement and valid bank guarantee/interest bearing security deposit to the tune of 25% of the agreement cost and also valid revenue solvency to the tune of 75% of probable amount of contract/75% of valid bank guarantee/fixed deposit receipt/interest bearing securities of equivalent amount to be held in deposit by way of security for the due performance of the contract to be paid to me at the termination of the agreement and after all claims of the State Government in respect thereof shall have been finally settled. Any installment of agreement amount falling due or any sum of money for the payment of which I may become liable under this contract may be deducted from the said deposit, and when any such deduction is made, I shall, within ten days of receipt of notice thereof, make good the deficiency so that the amount deposited with the State Government as security shall continue to be Rs..............

(2)The total amount of agreement cost payable by me shall be Rs..................(in words..........) and shall be payable in installments and on dates as given below. I shall not be entitled to claim any remission under any circumstances whatsoever :-

| No. of installment | Amount of each installment Rs. | Date of payment |
|---|---|---|
| | | |

(10% of agreemented amount within 15 days from agreement date, balance 90% agreemented amount shall be paid in six equal installment in every one and half month. Amount of earnest money @ 10% shall not be included in these installments)

(3)Tolls shall be levied according to the rates fixed from time to time by the State Government on all persons, animals, vehicles and other things crossing the bridge other than those which have been exempted or which may hereafter be exempted under section 4 of the said Act, VIII of 1851, as amended by the said Provinces Act, VIII of 1932 or under any other law to the time being in force, and I shall not be entitled to any compensation on account of such exemptions. list exemptions in force on the 1st April is given in the Second Schedule hereto appended.

(4)I shall demand payment of the toll only for the use of the bridge.

(5)I shall not transfer or sublet the rights conferred on me by this agreement without the previous approval of the Executive Engineer/Superintending Engineer.

(6)I have received or will, on the date on which the right to collect the toll commences,, receive in my charge :-

(i)a toll house and its attachments constructed to intercept the traffic and to facilitate collection of the toll; and

(ii)materials required for the erection of a temporary railing if considered necessary by the Engineer.

I shall at my own cost at once erect the railing and maintain good condition of the railing so erected and the buildings made over to me for the working of the toll house. The railing shall be erected after the rainy season is over and dismantles before the commencement of the following rainy season. When collapsible railings are fitted I shall lower them when the water raises to 2 m below level of the roadway and raise them when it is 50 cm below that level in a falling flood. I shall keep the bridge and approaches thereto clear of slit and other obstructions at my own cost to the satisfaction of the Executive Engineer. The opinion of the Executive Engineer whether the maintenance has been satisfactory shall be final and should I at any time fail to remedy within a reasonable time any defect brought to my notice in writing by the Executive Engineer, the latter shall be entitled to remedy the same and cost incurred in so doing shall be recoverable from me. On the expiry of the agreement I shall return the railing or its materials and the buildings made over to me in good condition. In the event of any damage to the buildings or the railing or the materials thereof or of any loss of any damage to the buildings or the railing or the materials thereof or of any loss of material, I shall report promptly the fact to the Executive Engineer and to the officer in charge of the nearest police station. I shall also make good such loss or damage but shall not be responsible for any loss or damage caused by flood, fire or tempest or other abnormal calamity provided that I have taken all reasonable precautions to prevent such loss or damage and to save damaged material during the calamity and within a reasonable time thereafter. The amount payable for such loss or damages shall be determined by the Executive Engineer.

(7)I shall keep the bridge open for traffic at all hours and under all reasonable conditions except when crossing the bridge is dangerous owing to flood.

(8)I shall report at once to the officer in charge of the nearest police station any accident occurring on or near the bridge by which death or injury amounting to grievous hurt is caused.

(9)I shall not permit any person who is known or reasonably suspected to be an escaped convict or proclaimed offender to pass over the bridge and I shall report at once to the officer in charge of the nearest police station the arrival at the bridge of any such person.

(10)I shall employ, for the efficient management to the toll house, such minimum number of servants as may be fixed by the Executive Engineer.

(11)I shall on receipt of a requisition from the Executive Engineer at once remove any servant employed by me in working the toll house whom that officer may declare to be unfit to act as such.

(12)I shall as directed by the Executive Engineer give or cause to be given receipts to persons using the bridge for all sums received from them in payment of the toll.

(13)I shall see that vehicles carrying Government mails and dak runners are not unreasonably detained in crossing the bridge.

(14)I shall exhibit in conspicuous place near the toll house legibly written or printed in English words and figures and also in Hindi a table of the tolls authorized to be taken at the bridge a list of exemptions, a statement of the penalties for refusing to pay the tolls and for taking any unlawful toll and a substance of conditions 4,7,9,10 and 12 of this agreement. The necessary posters or metal plates will be lent to me by the Executive Engineer, but I shall be liable to pay the cost of repainting them when ordered by him.

(15)I agree that the agreement shall be subject to the conditions that failure by me to pay any installment of rent on the due date or breach or non-observance by me of any provision of the said Act VIII of 1851 or of any condition of this agreement shall render the agreement liable, in the discretion of the Executive Engineer, to be resumed and worked departmentally or retendered for the unexpired portion of this contract and I shall be liable to pay any loss that may be sustained by Government by reason of such resumption and departmental working or retendering.

(16)If any installment is not paid by me on due date, whether the same be demanded or not, I shall be liable to pay interest at the rate of 10 per cent. per annum, at the discretion of the Executive Engineer, on such installment from the date of default provided three days of grace for the payment of an installment shall be allowed.

(17)As security for the aforesaid amount together with interest accruing and other sums of money for the payments of which I may become liable under the said Act or the rules. made under section 12 thereof or under the conditions of this contract I hereby mortgage to the less or without possession my landed property particularly described below. I declare that the aforesaid mortgaged landed property is free from encumbrance of any kind. However if for any reason, litigation ensues

concerning the property or any part there of and the lessor suffers any loss thereby, I covenant with the lessor that I shall not only be liable and make good the loss, but shall also render all help necessary in regard to the safeguarding of the landed property mortgaged. If my declaration that the property is free from encumbrancy is found to be untrue or wrong I may be held guilty under the law. I further covenant that I shall not alinate the aforesaid mortgaged property or any part there of either by way of sale, gift, subsequent mortgage or otherwise till the payment of the aforesaid contract amount and sums of money. If the mortgaged property on any part there of becomes subject to attachment or forced sale or if the rent or revenue thereon or any part thereof remains in arrears or if the property any part thereof is declared by the lessor to be in danger of serious deterioration in value or passes away out of my possession through death, alienation or otherwise the lessor shall have the right to recover all amounts due by me by bringing to sale according to law the aforesaid mortgaged property and should there be a deficit, I hereby agree to make good such deficit with interest thereon personally or from my other property :-

## Description of the landed property mortgaged

| Location:- settlement No. Patwari circle No. Revenue Inspector circle No. Tehsil/District | Name of the field locally (known if any khasra No. Survey No. | Right | Area | Rent | Letting value | Market value | Remarks |
|---|---|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) |
| | | | | | | | |

Notes-(1)When mortgage of land is taken as security under this clause the case must compulsorily be stamped and registered under section 17(d) of the Indian Registration Act 1908.

(2)This clause should be scored out when the lessee furnishes personal security under clause(18) below :-

(18)I (Surety)------------son of-----------resident of ------------tahsil--------------district-------------------do hereby guarantee the punctual payment of the installments of agreemented amount for this contract and of any sums of money for the payment of which the aforesaid contract may become liable under the conditions of this contract and I also hereby undertake to be responsible to the said Governor of Chhattisgarh as surety for the said contract for the payment by him of the said amount and sums of money.

(19)It is agreed by us that any money payable under this contract may be recovered as if it were an arrear land revenue.

(20)It is further agreed us that any dispute arising as regards the interpretation of this contract or the extent of the liability of any of us hereunder shall be decided by the Superintending Engineer whose decision shall be final .

Witness -

(1)---------------------

(2)---------------------

Signature of the contractor
Date-----------------------

Signature of the surety.
Date-----------------------

Signature of the officer accepting the Tender
Date-------------

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By order and in the name of the Governor of Chhattisgarh.

ANIL RAY, Special Secretary.

संचालक, मुद्रण तथा लेखन सामग्री, छत्तीसगढ़ द्वारा शासकीय क्षेत्रीय मुद्रणालय, राजनांदगांव से मुद्रित तथा प्रकाशित—2007.